

No.   
 Date JUL 18 1986

Fee \$ 10.00

ICC Washington, D.C.

15001  
REGISTRATION NO. 15001 Filed 1425

JUL 18 1986 - 3 20 PM

INTERSTATE COMMERCE COMMISSION

July 15, 1986

 **Whirlpool**  
**Leasing**  
Services, Inc.  
17177 N. Laurel Park Drive, Suite 233, Livonia, MI 48152  
(313) 464-9100

15001  
REGISTRATION NO. 15001 Filed 1425

JUL 18 1986 - 3 20 PM

Ms. Noreta McGee, Acting Secretary  
Interstate Commerce Commission  
12 Constitution Avenue  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION  
6-199A0660

100 OFFICE OF  
THE SECRETARY  
JUL 18 3 12 PM '86  
MOTOR OPERATING UNIT

Dear Secretary:

I have enclosed an original and two copies of the documents, described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These documents are a lease and lease declaration, with the lease document dated May 20, 1986, and the lease declaration document dated July 2, 1986.

The names and addresses of the parties to the documents are as follows:

Lessor: Whirlpool Leasing Services, Inc.  
17177 N. Laurel Park Dr., Suite 233  
Livonia, Michigan 48152

Lessee: The Denver & Rio Grande Western Railroad Company  
One Park Central  
1515 Arapahoe Street  
Denver, Colorado 80202

A description of the equipment covered by the documents follows:

Two (2) 1986 Utility Model VS2R Tar Van 40' Trailers, S/N's 1UY VS2409 GC5184-01 & 1UY VS2400 GC5184-02 w/two (2) Carrier Model NEE-400 Refrigeration units w/DGBL undermount generator sets, S/N's C86070201 & C86070200, & C86070194 & C86070198; four (4) Utility Model VS2R 46' Third Stage Trident Trailers, S/N's 1UY VS2467 GC5185-01, 1UY VS2469 GC5185-02, 1UY VS2460 GC 5185-03 & 1UY VS2462 GC5185-04 w/four (4) Carrier Model NEE-400 Refrigeration units w/UDGL5N20 undermount generator sets, S/N's C86070199, C86070202, C86070203 & C86070204.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for the recordation to:

Whirlpool Leasing Services, Inc.  
17177 N. Laurel Park Dr., Suite 233  
Livonia, Michigan 48152

Ms. Noreta McGee, Acting Secretary  
Interstate Commerce Commission  
July 15, 1986  
Page 2

A short summary of the documents to appear in the index follows:

Master Equipment Lease Agreement dated May 20, 1986; Declarations to the  
Master Equipment Lease Agreement which is dated July 2, 1986.

Very truly yours,

*David E. Ellies*

David E. Ellies  
Senior Lease Officer

DEE/slb

Enclosures

RECORDATION NO. 150018  
JUL 18 1986 - 3 20 PM  
INTERSTATE COMMERCE COMMISSION

#02716-01

# DECLARATIONS TO MASTER EQUIPMENT LEASE AGREEMENT

THESE DECLARATIONS are hereby integrated and incorporated by reference into and made a part of the Master Equipment Lease Agreement ("Lease") between the signatories hereof dated the 20th day of May, 1986, as if fully restated therein. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the below-described items of equipment (hereinafter referred to collectively as the "Equipment" and individually as an "Item" or "Item of Equipment") for the term or terms and for the rental or rentals specified below subject to all terms and conditions of said Lease and these Declarations. The terms of said Lease govern except when contrary to the specific terms of these Declarations.

## A. Description of Equipment with Serial Numbers:

Two (2) 1986 Utility Model VS2R Tar Van 40' Trailers, S/N's 1UY VS2409 GC5184-01 & 1UY VS2400 GC5184-02 w/two (2) Carrier Model NEE-400 Refrigeration units w/DGBL undermount generator sets, S/N's C86070201 & C86070200, & C86070194 & C86070198; four (4) Utility Model VS2R 46' Third Stage Trident Trailers, S/N's 1UY VS2467 GC5185-01, 1UY VS2469 GC5185-02, 1UY VS2460 GC 5185-03 & 1UY VS2462 GC5185-04 w/four (4) Carrier Model NEE-400 Refrigeration units w/UDGL5N20 undermount generator sets, S/N's C86070199, C86070202, C86070203 & C86070204.

## B. The above Items of Equipment are to be located and delivered to the following location:

650 Davis Rd.  
Salt Lake City, UT 84119

## C. Estimated Date of Delivery: Deliveries to be completed by July 10, 1986.

## D. The above Items may not be subleased.

## E. Term: The Lease, as to the above-described Equipment, commences on the date ("Commencement Date") of its acceptance by Lessee, as set forth in the Certificate of Acceptance, executed and delivered with respect thereto and continues thereafter for a period of 120 consecutive months.

## F. Interim Rent: Lessee agrees to pay Lessor interim rent for the above described equipment on payments made by Lessor to the dealer, Colorado Utility Trailer Sales, prior to Lease Commencement. Said interim rent will be computed at the daily equivalent of the lease rate factor multiplied by the number of days funds were advanced prior to the Lease Commencement Date.

The daily equivalent of the semi-annual lease rate factor is computed as follows:  $.062865/182 = .0003454$  per day. The total interim rent will be invoiced to the Lease Commencement Date.

## G. Periodic Rent: Lessee agrees to pay Lessor, for the above-described Equipment, as follows:

- |                               |    |     |
|-------------------------------|----|-----|
| 1. Upon Execution Hereof      | \$ | -0- |
| 2. Upon the Commencement Date | \$ | -0- |

3. and 20 semi-annual payments of \$30,421.12  
(\$28,767.02 Rent and \$1,654.10  
Use Tax) due the 10th day of January  
and July during the term totaling

\$608,422.40

Total Period Rent (Total of 1, 2 and 3)

\$608,422.40  
=====

H. Insurance: The minimum amount of self insurance required under the terms  
of the Lease shall be as follows:

1. Liability:

\$1,000,000.00

2. Physical Damage:

\$ 457,600.00

The foregoing amounts of insurance are minimum amounts only, Lessee  
expressly agreeing that in any event the insurance shall at all times be  
in an amount which shall be sufficient to provide full coverage against  
all loss and liability. Unless otherwise expressly specified herein, the  
hereinabove-described insurance shall expressly cover all the  
hereinabove-described Equipment.

I. Other Terms:

None

This Declaration may be executed in any number of counterparts, each of  
which shall be deemed an original and all of which shall constitute together but  
one and the same instrument.

Accepted by:

Date: July 2, 1986

LESSOR:

LESSEE:

Whirlpool Leasing Services, Inc.

The Denver & Rio Grande Western  
Railroad Company

By: David E. Ellies

David E. Ellies

By: L. R. Parsons

L. R. Parsons

Its: Senior Lease Officer

Its: Vice President - Operations

Lessor's Address:

Lessee's Address:

17177 North Laurel Park Drive  
Suite 233  
Livonia, Michigan 48152

One Park Central  
1515 Arapahoe St.  
Denver, Colorado 80202

CORPORATE FORM OF ACKNOWLEDGEMENT

State of COLORADO )  
City & ) ss  
County of DENVER )

On this 3rd day of July, 1986, before me personally appeared L. R. Parsons to me personally known, who being by me duly sworn, says that he is the Vice President-Operations of The Denver and Rio Grande Western RR Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



My Commission Expires Feb. 14, 1987